

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

COLONY PLACE SOUTH, INC. d/b/a VOL
VO CARS PLYMOUTH and 25 FALMOUTH
ROAD, INC. d/b/a VOLVO CARS CAPE COD

Plaintiff,

vs.

VOLVO CAR USA LLC, FIDELITY
WARRANTY SERVICES, INC., VOLVO
CAR FINANCIAL SERVICES U.S., LLC

Defendants.

CASE NO. 1:21-CV-11226-GAO

DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

The defendants, Volvo Car USA, LLC, Volvo Car Financial Services U.S., LLC, and Fidelity Warranty Services, Inc. (“Defendants”), move pursuant to Fed. R. Civ. P. 56 for an order entering summary judgment in their favor on all Causes of Action in the Plaintiffs’ First Amended Complaint (ECF No. 37). In this action alleging violations of M.G.L. c. 93B (“Chapter 93B”), Plaintiffs have failed to establish a *prima facie* case of liability under the statute because they cannot, as a matter of law, offer evidence to support essential elements of the claims. As grounds for their motion Defendants state, as more fully set forth in their supporting memorandum, that the undisputed evidence demonstrates that the Chapter 93B claims fail as to Volvo Financial Services U.S., LLC and Fidelity Warranty Services, Inc. because those parties are not “manufacturers or distributors” to whom the law applies. Moreover, the Dealers’ claims fail to allege any conduct that falls within the scope of Chapter 93B §§ 4, 9. The claims relate solely to reimbursement for vehicle maintenance services that are governed by their contract with Fidelity Warranty Services,

Inc., and not any warranty services for the distributor, Volvo Car USA, LLC. None of plaintiffs' Chapter 93B claims concern entities or conduct that the statute is intended to govern.

For these reasons, summary judgment should be entered in favor of Defendants on all Causes of Action in the plaintiffs' Complaint.

LOCAL RULE 7.1(A)(2) CERTIFICATION

The undersigned counsel certifies that he conferred in good faith with plaintiffs' counsel on November 15, 2022 in an attempt to resolve the issues set forth herein but the parties were unable to resolve or narrow the issues.

REQUEST FOR ORAL ARGUMENT

Pursuant to L.R. 7.1(d), Defendants believe that oral argument would assist the court and respectfully request oral argument on their Motion for Summary Judgment.

VOLVO CAR USA LLC and FIDELITY
WARRANTY SERVICES, INC., VOLVO CAR
FINANCIAL SERVICES U.S., LLC

by their attorneys,

/s/ Stephen I. Hansen

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CERTIFICATE OF SERVICE

I, Stephen I. Hansen, hereby certify that, on this 18th day of November, 2022, the foregoing document was electronically filed with the Clerk of the Court using the CM/ECF system and will be sent electronically to the registered participants as identified on the Notice of Electronic Filing (NEF) and paper copies will be sent to those indicated as non-registered participants.

Stephen I. Hansen
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